

General Conditions of Sale ("GCS")

1. PREAMBLE

Telelogos is a société par actions simplifiée (simplified joint stock company) with capital of 100,000 euros, headquartered at 3 avenue du Bois l'Abbé, 49070 Beaucouzé, France, registered with the Angers Trade and Companies Registry under number 323 971 465 ("**Telelogos**"). Telelogos is a software publisher specializing in digital signage, communication and mobility, and markets its software directly to its Customers, or indirectly through Partners. As part of its commercial activity, Telelogos publishes and operates the Website, whose main purpose is to present its Software and to put Telelogos in contact with its Customers and/or Partners.

2. DEFINITIONS

"Annual Subscription" means the annual fee, billable on the Effective Date, and then annually on that same date in the case of a multi-year commitment, due by the Customer, or by the Partner on behalf of its Customer, for a Right of Use to the Telelogos Software or SaaS.

"Purchase Order" means the signed Quotation or purchase order, referenced in the Quotation or drawn up in accordance with the RPC, relating to Software, to be completed by the Customer, or by the Partner for each Customer to whom the Partner wishes to distribute the Software .

"GCOPS" means the General Conditions On Premise Subscription, available on the Website, setting out the conditions of use of a Software in On Premise Subscription Mode.

"GCTS" or **"GC Telelogos SaaS"** means the General Conditions of Telelogos SaaS, available on the Website, setting out the conditions of access and use of SaaS Telelogos.

"GCSM" or **"GC Support and Maintenance"** means the General Conditions of Support and Maintenance Services, available on the Website, setting forth the conditions under which Telelogos undertakes to provide the Customer, directly or through a Certified Partner, with the Support and Maintenance Services

"Customer" refers to the legal entity, having subscribed to Software from Telelogos, directly for the needs of its commercial activity.

"RPA" or **"Resale Partnership Agreement"** means the partnership agreement, concluded between Telelogos and the Partner, the purpose of which is to set the conditions under which the Partner is authorized to distribute Software(s).

"Contact" means an employee of the Customer or Partner authorized to receive Licenses and/or Rights of Use for installation purposes.

"Effective Date" means, by default, the date of invoice issue, corresponding to the date on which the Right of Use or License takes effect. In the event of a multi-year commitment by the Customer, the Effective Date is, by express agreement, the first day of the current month for Purchase Orders signed between 1^{er} and the 15th of the month, and the first day of the following month for Purchase Orders signed between the 16th and the 31st of the month.

"Quotation" means the quotation issued by Telelogos setting forth the terms and conditions under which Telelogos agrees to make available a License or Right of Use.

"Software Documentation" means the technical documentation for installation and use of the Software, available when the Software is opened.

"Right of Use" means the temporary, non-exclusive and non-transferable rights of access and use granted to the Customer by Telelogos to the Software, or Telelogos SaaS.

"Malfunction" means a defect, anomaly or non-conformity of the Software in relation to the Software Documentation.

"License" means the license agreement, governing the conditions under which Telelogos grants a non-exclusive, non-transferable right to use the Software.

"Software(s)" means the software(s) developed and published by Telelogos, listed in the Purchase Order.

"On Premise Subscription Mode" means that the Customer obtains a Right of Use to the Software, installed and hosted on the Customer's servers.

"On Premise Acquisition Mode" means the acquisition of a License by the Customer.

"Telelogos SaaS Mode" means that the Customer obtains a Right of Use to Telelogos SaaS.

"Partner" refers to any professional who has entered into a CPR with Telelogos.

"Parties" or **"Party"** means collectively or individually, Telelogos and/or the Customer.

"Telelogos SaaS" means the commercial offer proposed and provided by Telelogos comprising (i) a Right of Use on Software hosted on Telelogos' servers, and (ii) the provision of Support and Maintenance Services on such Software.

"Support and Maintenance Services" means the support services (the **"Support Service"**) and maintenance services (the **"Maintenance Service"**), defined in the Support and Maintenance GC, relating to a Software Product and provided directly by Telelogos to the Customer.

"Website" refers to the Telelogos website, <https://www.telelogos.com/legal>.

3. PURPOSE - CONTRACTUAL FRAMEWORK - SCOPE OF APPLICATION

The Customer, after having familiarized himself/herself with all the features of the Software, wishes to obtain the right to use the Software(s), within the framework of his/her commercial activity. The Customer acknowledges that he has received all necessary and useful information to enable him to appreciate the functionalities of the Software and to commit himself in full knowledge of the facts. The purpose of these General Conditions of Sale (the "**General Conditions of Sale**" or "**GCS**") is to define the terms and conditions of sale, payment and delivery of the rights and services provided by Telelogos. The contractual relationship between the Customer and Telelogos is governed by the stipulations of the Purchase Order, the GCS, as well as, depending on the product or service supplied, the License, the GCPS, the GCTS, the GCSM; these documents form a contractual whole referred to hereinafter as the "**Contract**". All the documents forming the Contract are communicated to the Customer prior to the conclusion of the Purchase Order, and are available at any time on the Internet Site. They are communicated without delay to the Customer on request. By signing a Purchase Order or by countersigning a Quotation, the Customer acknowledges and declares that (i) he has received all the information necessary to determine his consent before entering into the contract, (ii) he has read the Software Documentation and the terms of the Contract, (iii) he has ascertained that the Software is suitable for his needs, (iv) has the necessary resources to use the Software in the context of its commercial activity, depending on the subscription mode chosen (On Premise Acquisition Mode, On Premise Subscription Mode or Telelogos SaaS Mode), and (v) has waived the right to invoke any contradictory document, and in particular its own general terms and conditions of purchase. Any modification of the Contract shall be subject to special conditions duly accepted and signed by Telelogos and the Customer. Failing this, any modification or alteration made to the Contract by the Customer is null and void.

4. ORDERING AND DELIVERY OF SOFTWARE OR RIGHTS OF USE

4.1 Conclusion of a Purchase Order

Sales are only completed between the Parties once the Customer has concluded or accepted a Purchase Order or Quotation, submitted to Telelogos.

4.2 Delivery of Software or Rights of Use

Telelogos undertakes, at the latest within two (2) working days of receipt of the Purchase Order, unless otherwise requested/agreed, and subject to having received all the necessary technical information concerning the Customer to :

- validate the feasibility of making the Software or Rights of Use available to the Customer under the terms of the Purchase Order; and
- supply the Contact with the Software or the Rights of Use, under the conditions specified in the Purchase Order.

For each validated order, Telelogos sends to the Contact, by e-mail or via a connection from the Contact to the Telelogos Intranet, the information necessary for the Customer to use the Software or the Rights of Use, namely, depending on the subscription method chosen :

- **For On Premise Acquisition Mode :**
 - the Internet address for accessing the Software, and downloading additional technical elements such as the Software Documentation;
 - the registration keys corresponding to the validated order.
- **For on Premise Subscription Mode or for Telelogos SaaS Mode :**
 - the Internet address for accessing Telelogos SaaS and downloading additional technical elements such as Software Documentation;
 - the Customer ID; and
 - where applicable, the Partner's access codes, on behalf of its customers, for the initial connection to Telelogos SaaS.

The aforementioned period does not constitute a strict deadline, and Telelogos shall not be liable to the Customer for any delay in delivery not exceeding two (2) days. In the event of a delay of more than two (2) days, the Customer may terminate the Contract. Any sums already paid will then be refunded by Telelogos. Telelogos may not be held liable in the event of delay or suspension of delivery attributable to the Customer or in the event of force majeure. Installation of the Software is carried out by the Partner or the Customer, in accordance with the installation procedure contained in the Software Documentation, under their own responsibility. The Software's technical specifications, the hardware configuration required to use the Software and the operating system required are described in the Software Documentation.

5. SUPPORT AND MAINTENANCE SERVICES

Telelogos provides Support and Maintenance Services to Customers who are eligible for or have subscribed to these services, in accordance with the



GCSM. Telelogos reserves the right to subcontract the provision of Support and Maintenance Services to any third party; it being understood that Telelogos will remain responsible for the performance of said services by its subcontractors within the limits mentioned below.

6. OTHER SERVICES

At the request of the Customer and/or the Partner, Telelogos may provide other services such as training, installation, etc. The terms and conditions of these other services will be specified in the Purchase Order. The terms and conditions of these other services will be specified in the Purchase Order. These other services will be invoiced per order and must be completed within a maximum period of six (6) months from the Effective Date. In the event that the Customer fails to carry out these other services within the aforementioned period, it is specifically agreed between the Parties, unless otherwise agreed, that the sums paid for these other services will be retained by Telelogos, as a lump-sum compensation in full discharge of its obligations.

7. SALE OF THIRD-PARTY HARDWARE AND SOFTWARE

Sales of hardware and third-party software (software resold by Telelogos but produced by publishers other than Telelogos) are subject to a retention of title clause in favor of Telelogos, until full payment of the related invoice. The warranties applicable to such third-party hardware and software are those of their manufacturers or publishers. Telelogos does not provide any warranty for such hardware or software.

8. BILLING AND PAYMENT

8.1. General provisions

Invoices are issued on the Effective Date, and annually on the same date in the case of Annual Subscription. Invoices are subject to all applicable taxes and levies, and are payable net, without discount, within thirty (30) days of the invoice date. Invoices are payable in arrears, by direct debit or bank transfer, in accordance with the payment schedule specified in the Purchase Order. In order to avoid any default in payment, and unless otherwise agreed between the Parties, Telelogos will provide the Customer with a temporary registration key within the timeframe specified in Article 4 above, which will be replaced by a definitive registration key once Telelogos has acknowledged receipt of payment in full. The Annual Subscription may be increased, for the first year, by any installation costs or other services as

described in article 6, detailed in the Order Form. The amount of the Annual Subscription is fixed on the Purchase Order, for the entire initial term of the Rights of Use.

8.2. Rights of use

With regard to Rights of Use, it is hereby specified that the pricing conditions set out in the Purchase Order apply for the entire duration of the Purchase Order. Any order to extend Rights of Use shall give rise to an initial additional Royalty, payable in arrears, calculated *pro rata temporis* between the Effective Date of the extension and the anniversary date of the Effective Date of the initial Purchase Order.

8.3. Support and Maintenance Services

Telelogos invoices the customer annually for the fee for Support and Maintenance Services on the anniversary date of the Effective Date of the initial Purchase Order. Any extension during the period gives rise to a first additional fee, payable in arrears, calculated *pro rata temporis* between the Effective Date of the extension and the anniversary date of the Effective Date of the initial Purchase Order.

The fee is revised annually on the anniversary date of the Effective Date, to take into account the annual evolution of the SYNTEC index, as well as the number of Licenses, Rights of Use and/or extension of Rights of Use. The reference SYNTEC index is specified on the Quotation and/or Order Form. Should the SYNTEC index cease to exist, the President of the Commercial Court having jurisdiction over Telelogos' registered office shall have exclusive jurisdiction to substitute a new appropriate index. One month before the anniversary date of the Effective Date, Telelogos sends a renewal quotation to the Customer. The Customer sends Telelogos an Order Form at the latest before the Effective Date of renewal. A Customer wishing to re-subscribe to Support and Maintenance Services after a non-renewal period must first pay an amount equivalent to the value of the Support and Maintenance Service for the entire non-renewal period.

8.4 Late payment

In the event of late payment of an invoice by the Customer, late payment penalties calculated at the rate of three (3) times the legal interest rate, applicable to the amount inclusive of tax appearing on the said invoice, will be automatically and by right acquired by Telelogos, without any formality or prior formal notice. Any delay in payment will also result in the payment of a fixed indemnity for collection costs equal to forty (40) euros, in accordance with articles L. 441-10 and D. 441-5 of the French Commercial Code. In the event of



repeated non-payment or late payment, Telelogos reserves the right to refuse any new Purchase Order submitted by the Customer until all unpaid invoices have been paid in full, and where applicable, to terminate the Contract in accordance with the terms of the Contract. In such a case, all costs incurred by the suspension and/or interruption of the Contract will be charged to the Customer.

8.5 Customer commitment

It is specifically agreed between the Parties that in the event that a Customer wishes to terminate early the Rights of Use or the Support and Maintenance Services to which it has subscribed, for any reason whatsoever, all royalties, prices and fees due in respect of this subscription will remain due to Telelogos, for the entire subscription period in progress, by way of lump-sum compensation in full discharge.

8.6 Right to audit

Telelogos may audit the Customer once a year at its own expense, with fifteen (15) days' notice. The purpose of this audit will be to verify the adequacy between the number of Licenses/Rights of Use ordered, those actually used by the Customer, and those actually invoiced by Telelogos. The audit performed by Telelogos must not interfere with the Customer's day-to-day organization.

9 INTELLECTUAL PROPERTY

All intellectual property rights attached to the Software belong to and remain the exclusive property of Telelogos. No intellectual property rights shall be assigned and/or transferred, in whole or in part, to the Customer by or under the Contract. To ensure the continued use of the Software in the event of Telelogos' default, the source programs of the current version of the Software are registered with the Agence de Protection des Programmes in PARIS (France). For the purposes of the present article, Telelogos's failure is understood to mean the following:

- in the event of Telelogos failing to fulfil one of its obligations, preventing the use of the Software and not remedied, after formal notice by the Customer, by registered letter with acknowledgement of receipt, remained unsuccessful;
- in the event of Telelogos' receivership; and
- in the event of Telelogos ceasing operations, without resumption of activity.

In the event of access to the source codes, the Customer or any other third party designated by the Customer is authorized to reproduce and adapt the Software source codes for the exclusive purpose of maintaining or having maintained the Software concerned, for the Customer's own and exclusive needs, for as long as the Customer uses the

Software. Telelogos warrants to the Customer that it holds all intellectual property rights to the Software(s). Telelogos declares that the Software(s) do not constitute an infringement of any pre-existing work, and that it has respected and will respect the intellectual property rights of third parties, in particular copyright, design rights, patents, etc. Telelogos also declares that the Software(s) do not constitute an infringement of any pre-existing work. In this respect, Telelogos will defend the Software at its own expense and will take all appropriate measures to put a rapid end to any infringement of the Software that may disrupt the Customer's use of the Software. If all or part of the Software is found by a final court decision to constitute an infringement, or if Telelogos considers it likely that all or part of the Software will be considered an infringement, Telelogos may, at its option, (i) either provide the Customer with non-infringing software having the same functionality, (ii) or obtain the right for the Customer to continue to use the Software, (iii) or terminate the Agreement and reimburse the Customer for any sums paid under the Agreement. In accordance with the provisions of article L. 122-6-1 of the French Intellectual Property Code, Telelogos reserves the right to correct any errors or malfunctions in the Software. As a consequence of Telelogos' intellectual property rights over the Software, the Customer undertakes in particular (i) to use or employ the Software or the Rights of Use, for the needs of its commercial activity, in a manner consistent with their intended purpose and in accordance with the terms of the Contract, (ii) not to copy, reproduce, print, publish, transfer, transmit or display all or part of the Software, in whole or in part, permanently or temporarily, in any form whatsoever, except to make a backup or archive under the conditions of article L. 122-6-1 of the French Intellectual Property Code, (iii) not to sell, rent, pledge, lend, sub-license or distribute, in any way whatsoever, the Software, (iv) not to use the Software to provide data processing, office or operating services, or other similar services of any kind whatsoever, to any other person company or entity, (v) not to modify, adapt, arrange, merge, in any form whatsoever, all or part of the Software, (vi) not to compile, decompile, disassemble, translate or analyze the Software except to the extent provided for by applicable regulations, (vii) not to correct itself any defect whatsoever; Telelogos alone reserves this right, (viii) not to infringe Telelogos' intellectual property rights in any form whatsoever, and (ix) in the absence of Telelogos' prior agreement, not to change or remove any mark or inscription appearing on the "screen pages", documentation and media of the Software,



indicating the name of Telelogos and the Software. The Customer undertakes to leave these marks or inscriptions on any total or partial reproduction of the elements of the Software and related media. The rights granted to the Customer are limited to the number of users specified in the Purchase Order. The Customer is solely responsible for the use it makes of the Software or Rights of Use made available to it, and the use made of it by its users. The Customer shall immediately inform Telelogos of any infringement, parasitism, unfair competition or any other illegal practice likely to damage the Software that it may observe or of which it may become aware.

10 WARRANTY AND LIABILITY OF TELELOGOS

10.1 Telelogos warranty

Telelogos declares and warrants to the Customer that it complies with the regulations applicable to it for publishing and marketing the Software. The Customer is informed that Software, by its very nature, may not satisfy anticipated needs.

Telelogos is solely responsible for the quality of the Software. Accordingly, Telelogos warrants to the Customer, for a period of three (3) months following delivery of the License and/or Right of Use, the conformity of the Software to its Software Documentation. Telelogos reserves the right to use the most appropriate means to correct any non-conformity of the Software. Apart from this warranty, Telelogos offers no other warranty on the Software. In particular, Telelogos does not warrant the uninterrupted operation of the Software or that the Software is free from any defect. Consequently, the Customer is reminded that it is his responsibility to take all steps to establish adequate troubleshooting plans and to take all appropriate measures to minimize the harmful consequences of any possible interruption of operation or damage to the Software as a result of its use.

10.2 Telelogos' liability

Telelogos is liable for its services in accordance with the rules of common law and is subject to an obligation of means. Telelogos may only be held liable in the event of proven fault or negligence on its part, and is limited to direct damage suffered by the Customer, to the exclusion of any indirect damage of any kind whatsoever. In the event of damage to files, programs and hardware attributable to a defect in the Software, Telelogos's liability shall be limited to the cost of reconstituting said elements from the last backup. Telelogos may only be held liable for services provided exclusively by Telelogos. Telelogos is therefore not liable for the failings of third parties such as, in particular, software publishers, manufacturers and any other

service provider directly or indirectly involved in the processing of the Customer's data. In the event that Telelogos is held liable, the Parties expressly agree that, all sums combined, Telelogos may not be required to pay an amount greater than the amount of invoices paid by the Customer during the last twelve (12) months in connection with the performance of the Contract.

11 CUSTOMER RESPONSIBILITY

The Customer undertakes to use the Software Usage Rights in accordance with applicable regulations, and indemnifies Telelogos against all claims and damages based on the illegality or non-conformity of the Customer's use of the Software Usage Rights. Before using the Software, the Customer must check the legal provisions in force in the country of use. The Customer undertakes not to use the Software or its Rights of Use to process elements or data that are threatening, shocking, violent, defamatory, obscene or infringing on property rights, or more generally that are prohibited or contrary to applicable commercial, criminal or civil regulations. Consequently, the Customer holds Telelogos harmless and indemnifies Telelogos against any third-party claims relating to the content of data transmitted, distributed, processed and/or reproduced via the Software or its Rights of Use, as a result of the Customer. The Customer shall indemnify Telelogos against all costs, charges and expenses, all direct and indirect damages that Telelogos would have to bear as a result, including all reasonable fees and costs of Telelogos' counsel, even by a non-final court decision. The Customer or, as the case may be, the Partner is solely responsible for any consequences related to the hosting of the Customer's information and data on the Customer's servers, the Partner's servers or any other service provider mandated by one of the latter. The Customer is solely responsible for any malfunctions due to (i) hardware and technical defects in its players and terminals, and (ii) failure to comply with the Software Documentation.

12 INSURANCE

Telelogos acknowledges that it is insured for civil, operating and professional liability in order to cover its responsibilities and those of its employees in the performance of the Contract in the event of fault or negligence on the part of the latter.

13 PROTECTION OF PERSONAL DATA

For the purposes hereof, the terms "**Data Processor**", "**Subcontractor**" and "**Processing**" "**Personal Data**" shall have the meaning provided for by the regulations applicable to the processing



of personal data, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (hereinafter the "**European Data Protection Regulation**"). In the context of their contractual relationship, the Parties undertake to comply with the regulations in force applicable to the protection of Personal Data, and to collaborate actively in order to comply with the applicable regulations and to respond to any request/consultation/inspection by the competent authority. In the performance of the Contract, Telelogos may assume, in accordance with applicable regulations:

- responsibility as a subcontractor when processing data on behalf of the customer;
- a responsibility as Data Controller when processing data relating to the Customer or its employees.

Telelogos' obligations with regard to the processing of Personal Data are described in Telelogos' Personal Data Protection Policy, available on the Website. As part of the provision of Telelogos SaaS, TELELGOS will host and store Personal Data collected and processed by the Customer as a Subcontractor on behalf of the Customer. The sole purpose of processing this Personal Data is to provide the Telelogos SaaS to the Customer. The Customer ensures that its Processing of Personal Data is lawful. As a Subcontractor, Telelogos undertakes to :

- to process the Customer's Personal Data solely for the purposes set out herein; and consequently not to reuse, transfer, make available, allow or facilitate the use of the Personal Data by third parties outside the cases set out herein or those provided for by the applicable regulations, except with the prior authorization of the Customer;
- process Personal Data in accordance with the documented instructions of the Customer, in its capacity as Data Controller, and transmitted in writing by the Customer ;
- guarantee the confidentiality of Personal Data processed on behalf of the Customer;
- take all technical, logistical and/or organizational measures, and adopt all procedures necessary to ensure the protection of Personal Data against alteration, destruction, distribution and/or unauthorized access, as well as against any unlawful or unauthorized Processing;
- ensure that its personnel involved in the performance of the present contract are (i) informed of the regulations applicable to Personal Data, and (ii) limited solely to the needs of the performance of the present contract;

- inform the Customer in writing, as soon as possible, of any binding request for disclosure of Personal Data from an authority;
- ensure that any subcontractor to whom it may have subcontracted a service in connection with the performance of the present contract complies with the regulations applicable to Personal Data;
- to assist, as far as possible, the Customer in fulfilling its obligation to respond to requests to exercise the rights of data subjects; it being specified that in the event that Telelogos is contacted directly by data subjects, Telelogos will, as soon as possible, address these requests to the Customer;
- provide the customer with the documentation required to demonstrate compliance with all its obligations with regard to Personal Data, and to enable an audit to be carried out if necessary;
- inform the Customer of any violation or suspected violation of Personal Data within a maximum period of forty-eight (48) hours from the time of knowledge;
- keep a register of all categories of Processing activity in accordance with applicable regulations; and
- delete, on the effective date of termination of the Telelogos SaaS Rights of Use, all Personal Data belonging to the Customer from its servers.

In accordance with current applicable regulations, the customer has a permanent right of access, modification, rectification, opposition, portability and limitation of the processing of information concerning him/her, the main terms of which are described in the Personal Data Processing Policy.

14 MISCELLANEOUS

14.1 General terms and conditions of Internet use

The Customer accepts the characteristics and limits of the Internet, and in particular that :

- Data transmissions over the Internet are only relatively reliable, as they circulate on heterogeneous networks with different characteristics and technical capacities, which may in certain situations be saturated;
- Internet users are likely to be located anywhere in the world, and information disseminated by the Customer may be reproduced, represented and more generally disseminated without any geographical limitation;
- specific networks may be subject to special agreements and access restrictions;



- data circulating on the Internet and entered by the Customer are not protected against possible misappropriation;
- it is the Customer's responsibility to take all measures to protect its own data from contamination by viruses and from any attempt by unauthorized third parties to gain access to it; and
- it is the Customer's responsibility to comply with the regulations applicable to the dissemination of information on the Internet, in particular the mandatory provisions intended to ensure the protection of public order and morality.

14.2 Force majeure

The Parties may not be held liable if the non-performance or delay in performance of any of their obligations as described herein is due to force majeure as defined in article 1218 of the French Civil Code (and as defined by the French courts, including any malfunction of telecommunications and Internet operators, or any health, bacterial, financial or climatic crisis). The Party observing the event must immediately inform the other Party of its inability to perform its obligation and justify this to the latter. The suspension of obligations shall under no circumstances be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or late penalties. The performance of the obligation is suspended for the duration of the force majeure if it is temporary and does not exceed sixty (60) calendar days. Consequently, as soon as the cause of the suspension of their mutual obligations has disappeared, the Parties shall make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the Party prevented shall notify the other Party of the resumption of its obligation. If the impediment is definitive or exceeds a duration of sixty (60) calendar days, the present contract is purely and simply terminated in accordance with the terms and conditions defined in the Contract. For the duration of the suspension of the Contract due to force majeure, the Parties agree that the costs incurred by the situation shall be borne by the Party prevented from performing.

14.3 Assignment, transfer and/or subcontracting of the Contract

As the Agreement has been entered into *intuitu personae*, it may not be assigned or transferred in any way, for any reason or to any person whatsoever, and in particular in the form of the sale of a business, the lease management of a business, or the transfer of securities or contributions to a company, without the express prior written consent of the other party. Telelogos is free to subcontract

its services under the Contract to third parties of its choice.

14.4 Privacy policy

The Customer undertakes throughout the duration of the Contract, and without limitation after its expiry, to maintain the strictest confidentiality concerning the Contract, the Software and any information communicated as confidential or to which it may have had access in the performance of the Contract, unless said information is publicly known. The Customer undertakes to ensure that all its personnel comply with this obligation of confidentiality.

14.5 Unpredictability

In the event that one of the Parties wishes to raise a case of unforeseeability in the performance of the Resale Partnership Agreement, as defined in article 1195 of the French Civil Code: "*a change in the economic circumstances surrounding the performance of the Agreement and significantly affecting the balance of the Agreement*", a prior and compulsory attempt at conciliation shall be organized between the Parties, who shall refrain from any refusal to renegotiate. The Parties shall meet within a period of one (1) month from the date on which one Party notifies the other Party of the case of unforeseeability. If the renegotiation is successful, the Parties will draw up and conclude a new Contract within one (1) month of their agreement. Should the renegotiation fail, the Parties may, in accordance with the provisions of article 1195 of the French Civil Code, apply to the court by mutual agreement for the Contract to be adapted. However, if the change in circumstances unforeseeable at the time of conclusion of the Contract is definitive or persists beyond six (6) months, the Contract is purely and simply terminated, without compensation on either side, subject to receipt of all sums due under the Contract.

14.6 Translation of the General Terms and Conditions

The French version of the GCS shall prevail over all translations in the event of dispute, litigation, difficulty of interpretation or execution of these GCS, and more generally concerning existing relations between the Parties.

14.7 Applicable law and jurisdiction

The Contract is governed by and subject to French law. Any and all disputes arising out of or in connection with the Contract and the agreements resulting therefrom, whether concerning their validity, interpretation, performance, resolution, consequences or consequences, shall be submitted to the jurisdiction of the Commercial Court of Angers.

